

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Rolex Watch USA Incorporated,

Plaintiff,

vs.

Vintage Watchmaker, LLC, et al.,

Defendants.

No. CV-18-02308-PHX-SPL

**ORDER**

Before the Court is the parties' Stipulation for Entry of Final Judgment and Permanent Injunction Upon Consent (Doc. 27). Having considered the parties' Stipulation for Entry of Final Judgment and Permanent Injunction Upon Consent, and finding good cause appearing,

**IT IS ORDERED** that the Stipulation for Entry of Final Judgment and Permanent Injunction Upon Consent (Doc. 27) is **granted in part**. The Court declines to retain jurisdiction over this action for the purpose of making any further orders necessary or proper for the construction, implementation or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof.

**IT IS FURTHER ORDERED** that the Court enters the following Final Judgment and Permanent Injunction Upon Consent:


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In accordance with Fed. R. Civ. P. 54(c), Plaintiff Rolex Watch U.S.A., Inc. (“Rolex”) and defendant Vintage Watchmaker LLC and Jensen Dinh (collectively “Defendants”) have stipulated to the following facts and to the entry of this judgment and permanent injunction upon consent (the “Judgment”) as follows:

1. Rolex is a corporation duly organized and existing under the laws of the State of New York, having an office and principal place of business at 665 Fifth Avenue, New York, New York, 10022.
2. Defendant Vintage Watchmaker LLC is a limited liability company formed under the laws of the State of Arizona with a principal place of business located at 150 N. Lakeview Blvd., Unit 16, Chandler, Arizona 85225.
3. Defendant Jensen Dinh is the sole member of Vintage Watchmaker LLC.
4. Rolex is the exclusive distributor and warrantor in the United States of Rolex watches, all of which bear one or more of the Rolex Registered Trademarks as defined below.
5. Rolex is the owner of the following federal trademark registrations in the U.S. Patent and Trademark Office:

<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Date</u></b>	<b><u>Goods</u></b>
<b>ROLEX</b>	0,101,819	1/12/1915	Watches, clocks, parts of watches and clocks, and their cases.
<b>OYSTER</b>	0,239,383	3/6/1928	Watches, movements, cases, dials, and other parts of watches.
<b>PRESIDENT</b>	0,520,309	1/24/1950	Wristbands and bracelets for watches made wholly or in part or plated with precious metals, sold separately from watches.
 <b>(Crown Design)</b>	0,657,756	1/28/1958	Timepieces of all kinds and parts thereof.

<b>Trademark</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Goods</b>
 <b>(Crown Design)</b>	1755226	3/2/1993	Jewelry
<b>DATEJUST</b>	0,674,177	2/17/1959	Timepieces and parts thereof.
<b>GMT-MASTER</b>	0,683,249	8/11/1959	Watches.
<b>COSMOGRAPH</b>	0,733,081	6/19/1962	Watches and chronometers.
<b>SEA-DWELLER</b>	0,860,527	11/19/1968	Watches, clocks and parts thereof.
<b>MILGAUSS</b>	0,875,616	8/26/1969	Watches [and clocks,] and parts thereof.
<b>OYSTER PERPETUAL</b>	1,105,602	11/7/1978	Watches and parts thereof.
<b>YACHT-MASTER</b>	1,749,374	1/26/1993	Watches.
<b>SUBMARINER</b>	1,782,604	7/20/1993	Watches.
<b>ROLEX DAYTONA</b>	1,960,768	3/5/1996	Watches.
<b>DAYTONA</b>	2,331,145	3/21/2000	Watches.
<b>EXPLORER II</b>	2,445,357	4/24/2001	Watches.
<b>EXPLORER</b>	2,518,894	12/18/2001	Watches.
<b>PEARLMASTER</b>	2,547,630	3/12/2002	Watches.
<b>AIR-KING</b>	2,953,542	5/17/2005	Watches and parts thereof.
<b>GMT-MASTER II</b>	2,985,308	8/16/2005	Watches and parts thereof.

Correct and true copies of Rolex's federal trademark registrations (hereinafter collectively referred to as the "Rolex Registered Trademarks") are attached to the Complaint as **Exhibit A**.

6. Rolex commenced this action on September 4, 2018, alleging trademark counterfeiting, trademark infringement, use of false designations of origin and Arizona common law trademark infringement and unfair competition.
7. Defendants owned and operated a website [www.vintagewatchmaker.com](http://www.vintagewatchmaker.com) ("the Vintage Website"), an Instagram account under vintagewatchmaker and a Facebook account under Vintage Watchmaker (collectively referred to as Defendants' "Social Media") from which Defendants offered for sale and sold watches, watch parts and jewelry bearing counterfeit and infringing copies of one or more of the Rolex Registered Trademarks.

1 8. Defendants have produced documents to Rolex evidencing total sales of  
2 counterfeit and infringing products generating a gross profit of \$144,148.23.

3 9. This Court has jurisdiction over the subject matter of this claim pursuant to  
4 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a) and (b) and personal  
5 jurisdiction over the parties.

6 10. Defendants wish to conclude this litigation at the initial pleading stage, and  
7 have agreed to cease all use of the Rolex Registered Trademarks as set forth  
8 herein and to the entry by the Court of this Judgment.

9 **NOW, THEREFORE**, upon the stipulation and consent of the parties hereto, and  
10 for good cause,

11 **IT IS ORDERED ADJUGED AND DECREED** as follows:

12 A. Defendants, their agents, members, servants, employees, attorneys and all  
13 persons acting in concert and participation with them, and their successors and assigns,  
14 jointly and severally be and hereby are, permanently restrained and enjoined from:

15 (a) using any reproduction, counterfeit, copy, or colorable  
16 imitation of the Rolex Registered Trademarks to identify any goods  
17 including, but not limited to, Rolex watches, watch parts and jewelry  
18 or the rendering of any services not authorized by Rolex;

19 (b) engaging in any course of conduct likely to cause confusion,  
20 deception or mistake, or injure Rolex's business reputation or weaken  
21 the distinctive quality of the Rolex Registered Trademarks, Rolex's  
22 name, reputation or goodwill;

23 (c) using a false description or representation including words or  
24 other symbols tending to falsely describe or represent their  
25 unauthorized goods as being those of Rolex or sponsored by or  
26 associated with Rolex and from offering such goods in commerce;  
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1 (d) further infringing or diluting the Rolex Registered Trademarks  
2 by manufacturing, producing, distributing, circulating, selling,  
3 marketing, offering for sale, advertising, promoting, displaying or  
4 otherwise disposing of any products not authorized by Rolex bearing  
5 any simulation, reproduction, counterfeit, copy or colorable imitation  
6 of the Rolex Registered Trademarks;

7 (e) using any simulation, reproduction, counterfeit, copy or  
8 colorable imitation of the Rolex Registered Trademarks in connection  
9 with the promotion, advertisement, display, sale, offering for sale,  
10 manufacture, production, circulation or distribution of any  
11 unauthorized products in such fashion as to relate or connect, or tend  
12 to relate or connect, such products in any way to Rolex, or to any  
13 goods sold, manufactured, sponsored or approved by, or connected  
14 with Rolex;

15 (f) making any statement or representation whatsoever, or using  
16 any false designation of origin or false description, or performing any  
17 act, which can or is likely to lead the trade or public, or individual  
18 members thereof, to believe that any services provided, products  
19 manufactured, distributed, sold or offered for sale, or rented by  
20 Defendants are in any way associated or connected with Rolex, or is  
21 provided, sold, manufactured, licensed, sponsored, approved or  
22 authorized by Rolex;

23 (g) engaging in any conduct constituting an infringement of any of  
24 the Rolex Registered Trademarks, of Rolex's rights in, or to use or to  
25 exploit, said trademark, or constituting any weakening of Rolex's  
26 name, reputation and goodwill;  
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1 (h) using or continuing to use the Rolex Registered Trademarks or  
2 trade names in any variation thereof on the Internet (including but not  
3 limited to in the text of a website, as a domain name, or as a keyword,  
4 search word, metatag, or any part of the description of the site in any  
5 submission for registration of any Internet site with a search engine or  
6 index) in connection with any goods or services not directly  
7 authorized by Rolex;

8 (i) operating or engaging in a business involving a website or  
9 other enterprise that offers for sale any non-genuine products bearing  
10 the Rolex Registered Trademarks; and

11 (j) effecting assignments or transfers, forming new entities or  
12 associations or utilizing any other device for the purpose of  
13 circumventing or otherwise avoiding the prohibitions set forth in  
14 subparagraphs (a) through (i).

15 It is further ORDERED that in the event that Defendants are ever found by a court  
16 of competent jurisdiction, after notice and opportunity to be heard, to be in violation of the  
17 injunction set forth in this Final Judgment the parties agree that (a) Rolex will be entitled  
18 to pursue all claims for relief against Defendants, including but not limited to claims for  
19 contempt; and (b) Rolex will be entitled to recover any and all profits and additional  
20 damages, fees and costs incurred by Rolex due to Defendants' violation of this Final  
21 Judgment, and judgment shall be entered against Defendant in that full amount.

22 It is further ORDERED that a monetary judgment in the amount of \$144,148.23 is  
23 hereby awarded to Rolex against all Defendants, jointly and severally, on all claims.

24 It is further ORDERED that (a) Defendants and Plaintiff shall bear their own costs  
25 and attorney fees; (b) this Judgment constitutes a final judgment concerning the subject  
26 matter of this action; and (c) Defendants and Plaintiff waive any right to appeal from this  
27 Judgment.  
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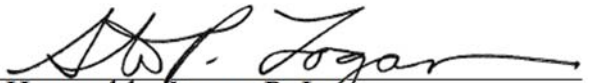
1 It is further ORDERED that this Final Judgment shall be binding upon and shall  
2 inure to the benefit of the parties and their respective heirs, successors and assigns, and  
3 acquiring companies.

4 This Final Judgment shall be deemed to have been served upon Defendants at the  
5 time it is posted by the Court on the ECF docket.

6 **IT IS FURTHER ORDERED:**

- 7 1. That this action is dismissed with prejudice in its entirety;  
8 2. That each party shall bear its own costs and attorneys' fees; and  
9 3. That the Clerk of Court shall terminate this action.

10 Dated this 16th day of November, 2018.

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15 Honorable Steven P. Logan  
16 United States District Judge  
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